

## Central Finance Office Service Provider/Payee Agreement For Children 0-3 Years of Age

This Service Provider Agreement is entered into by and between the Department of Elementary and Secondary Education as the Missouri Part C Lead Agency, hereinafter referred to as DESE and:

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hereinafter referred to as the Provider, also referred to as the Payee. This Agreement is made on the behalf of the Missouri Department of Health and Senior Services, Bureau of Special Health Care Needs, hereinafter referred to as DHSS; the Department of Mental Health, Division of Mental Retardation and Developmental Disabilities, hereinafter referred to as DMH; and the Department of Social Services, Division of Medical Services, hereinafter referred to as DMS; for the purposes of coordination and collaboration in the provision of services to eligible children and their families under Missouri's early intervention system.

**A. Purpose of Agreement:** The purpose of this Agreement is to establish the obligations, expectations and relationship between DESE; DHSS; DMH; DMS; and the Provider, and to ensure that quality services are made available to eligible children and their families. DESE is a party to this agreement according to P.L. 105-17 of the Individuals with Disabilities Education Act (IDEA), otherwise known as Part C or the Early Intervention Program for Infants and Toddlers with Disabilities.

The provisions of all participating department professional and special services agreements, including the Medicaid Provider Agreement, are incorporated by reference into and are an integral part of this Provider Agreement.

**B. Definition of Provider Services:** The Provider has represented to DESE the ability to provide specific service(s) as defined in federal and state regulations, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement.

**C. Agreement Effective Dates:** This agreement has an effective date, located on the signature page, which shall remain in effect until terminated in whole or in part by any party. For DESE only, this effective date is not to exceed 60 days prior to execution date and does not eliminate enforcement of any provisions of this Agreement.

The Service Provider is an independent contractor for whom no Federal or State Income Tax will be deducted by DESE, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to state employees will accrue.

The Service Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services as contained in this Agreement. The Provider shall defend, indemnify, and hold harmless DESE or its agent from and against any and all claims, loss, damage, charge or expense to which they or any of them may be subjected by reason of any such loss or damage. The Service Provider expressly agrees to defend against any claims brought or actions filed against DESE or its agent where such claims or actions involve, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

***D. By execution of this Agreement, the undersigned entity (Provider) requests enrollment as a provider of services and/or supplies to DESE for families and infants and toddlers eligible and enrolled in the First Steps Early Intervention Services System (First Steps). As a condition of enrollment, the Provider agrees to:***

1. Be knowledgeable of and abide by all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to Part 303 (Early Intervention Program for Infants and Toddlers with Disabilities), Part 99 (Family Educational Rights and Privacy Act or FERPA) and Part 104 (Nondiscrimination on the Basis of Handicap or Section 504 regulations) of 34 CFR; and 42 U.S.C. Ch. 126, Sections 12101-12213 (the Americans with Disabilities Act or ADA).
2. Be in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F); Executive Order 12549, Debarment and Suspension (34 CFR Part 85).
3. Ensure that documentation of a criminal background check (State Highway Patrol) and abuse and neglect check (DFS Abuse and Neglect Registry Screening) is maintained in payee personnel files as well as a copy submitted to the provider enrollment contractor along with the individual's Rider at time of enrollment. Upon initial credentialing and annual updating of credential, an updated criminal background check must be submitted to the provider enrollment/credentialing contractor.
4. Meet and maintain all standards, guidelines and program policies as set forth by DESE for Part C implementation (based upon the target population to be served) in Missouri.
5. Ensure that families have provided informed written consent through the referral/intake process at the local System Point of Entry (SPOE) before any evaluation and assessment

activities are undertaken (including the scheduling of evaluation and assessment activities).

If a family is fully informed about First Steps and their right to an evaluation at no cost, but declines the referral to First Steps, the provider may then proceed with the service once informed, signed acknowledgment and consent has been obtained from the child's legal guardian stating that they are declining the First Steps referral and are agreeing to accept full responsibility for payment. Families who decline participation in the state's public system for the implementation of IDEA will be informed by the provider that these services are not protected under the family's rights, opportunities and responsibilities afforded through IDEA and that the public system bears no responsibility for the assurance of the provision or payment of these service(s).

6. Continue to meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that he/she will complete all obligated licensure and credentialing activities within two (2) years of effective date of enrollment with the Central Finance Office (CFO). The Service Provider understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed.
7. Accept payment from the Central Finance Office as full and final payment for services rendered, and not seek further payment from the family of the eligible child, or any third party payer, for such services.
8. Provide the Central Finance Office with an invoice of charges, **within 60 days following service delivery**, on approved forms, in an amount no greater than the provider's charge to private customers for the same service based upon their documented usual and customary rate. The only claims submitted to the Central Finance Office will be for IFSP authorized services, evaluation/assessment services, and participation in multidisciplinary team meetings.
9. Submit claim(s) for reimbursement utilizing the appropriate codes as defined in HCPCS (HCFA Common Procedure Coding System); ICD 9 CM (International Classification of Diseases, 9th Revision, Clinical Modification); and CPT (Physician's Current Procedural Terminology), or as specified in any provider manual, bulletin, or other notice.
10. All payment obligations shall be made in arrears in accordance with Missouri law and the state fiscal policies and procedures.
11. Promptly refund to the DESE or its agent any duplicate or erroneous payment received.

12. Make prompt repayments to DESE or its agent, or arrange to have future payments from the program withheld, whenever it is determined after an investigation or audit that any overpayment to the Provider has been made.
13. Make full reimbursement of any state disallowance incurred by DESE as the result of an act or omission of the Provider.
14. Maintain accurate clinical records for a period of at least five years from discharge from services, and to make available to state personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Provider, to assure the proper administration of the First Steps system, and to assure the Provider's compliance with all applicable statutes and regulations. Such records and information shall include, without being limited to, the following:
  - a) medical records;
  - b) financial records;
  - c) records of all treatments and services for which vendor payments have been made or are to be made by or through the CFO for the First Steps system including the authority for and the date of administration of such treatment or services; and,
  - d) all other records as may be found necessary by DESE or its agent in determining compliance with any Federal or State law, rule or regulations promulgated by the Federal Region V of Title V, the Federal Department of Education, the Missouri DHSS, DMH, DMS, or DESE on behalf of First Steps.
15. Cooperate with state personnel and their agents as they conduct periodic inspections, reviews and audits.
16. Cooperate with DESE or their agent in the application of utilization controls as provided in state statutes and rules as they may be amended from time to time.
17. Comply with civil rights requirements as mandated by federal and state statutes and regulations by ensuring that no persons shall on the basis of race, color, national origin, disability, age, gender, sexual orientation, marital status, or religion be excluded from participating, be denied the benefits of, or be otherwise subjected to discrimination in the provision of services.
18. Refrain at all times from divulging any information concerning the child and/or family to an unauthorized persons without the informed, written consent of the responsible parent/legal guardian.
19. Be knowledgeable about the activities and priorities of the Local Interagency Coordinating Councils (LICCs) for the county(ies) in which the provider offers services, and to support and participate in LICC activities as appropriate.

***E. Terms and Conditions of this Agreement: The Provider agrees to the following conditions and qualifications to this Agreement:***

1. To **immediately** notify DESE or the provider enrollment contractor of any change in address, employee status, or in the status of ownership of the undersigned entity.
2. To complete the provider profile in the on-line Service Provider Matrix **within 15 calendar days** of notification of enrollment. The confirmation of enrollment letter will contain information about obtaining a password and entering provider information on-line.
3. The Provider shall submit to the provider enrollment contractor proof of Certificates of Insurance or written evidence of self-insurance acceptable to DESE, DHSS, DMH and DMS or their agent covering:
  - Statutory Workers' Compensation insurance as required
  - Professional liability insurance
  - Comprehensive liability insurance coverage on all operations and automobiles

This must be maintained and updated annually with the provider enrollment contractor.

4. That this Agreement may be terminated as follows:
  - a) By DESE or its agent for Provider's breach of any provision of the Agreement; or,
  - b) By DESE or its agent, or by the Provider, upon 60 days written notice.
5. That the State of Missouri is exempt from state, federal and local taxes.
6. This Agreement constitutes the sole agreement between the parties. No representation, oral or written, not incorporated herein shall be binding upon the parties. This Agreement, upon execution, supersedes and replaces any prior Central Finance Office Service Provider/Payee Agreement previously executed by the Provider.
7. Approval of Subcontractors. Any subcontracts or delegation of the authority herein will be submitted to DESE or its agent for written approval prior to execution. The Provider will be responsible for the performance of any subcontractor or other duties, which are delegated, and all provisions of this contract. The contractor agrees to reimburse DESE or its agent for any audit disallowance arising from the subcontractor's performance or non-performance of duties under this Agreement which are delegated to the subcontractor.
8. This Agreement is subject to review by the provider at least annually. Documentation of this review shall be filed with the provider enrollment contractor.

The undersigned, being the Provider or having the specific authority to bind the Provider to the terms of this Agreement, and having read this Agreement and understanding it in its entirety,

does hereby agree, both individually and on behalf of the Provider as a business entity, to abide by and comply with all of the stipulations, conditions, and terms set forth herein.

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ORGANIZATION/PAYEE NAME (include "Doing Business As" - d/b/a if applicable)

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NAME OF AUTHORIZED REPRESENTATIVE (printed)  
(Must be an authorized officer, owner, or partner)

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SIGNATURE

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TITLE

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DATE OF SIGNATURE

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MAILING ADDRESS

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CITY

STATE

ZIP CODE

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TELEPHONE, including area code

*For CFO Use Only*

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DESE Representative

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Date of Signature

Effective Date of Enrollment